

RESOLUTION NO. 87-109

RESOLUTION APPROVING AGREEMENT FOR
MAINTENANCE OF STATE HIGHWAYS IN THE CITY OF LODI

WHEREAS, the State of California, through its Department of Transportation, has presented an Agreement for Maintenance of State Highways in the City of Lodi effective as of July 1, 1987 and to remain in effect until amended or terminated.

WHEREAS, a copy of the subject agreement marked "Exhibit A" is attached hereto and thereby made a part hereof.

THEREFORE, be it resolved by the City Council of the City of Lodi that said Agreement for Maintenance of State Highways in the City of Lodi is hereby approved and the Mayor and City Clerk are directed to sign the same on behalf of said City.

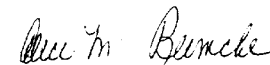
Dated: August 19, 1987

I hereby certify that Resolution No. 87-109 was passed and adopted by the City Council of the City of Lodi in a regular meeting held August 19, 1987, by the following vote:

Ayes: Councilmembers - Hinchman, Pinkerton, Reid, and
Olson (Mayor)

Noes: Councilmembers - None

Absent: Councilmembers - Snider


ALICE M. REIMCHE
City Clerk

AGREEMENT FOR MAINTENANCE OF STATE HIGHWAYS IN THE CITY
OF LODI

THIS AGREEMENT, made and executed in duplicate this _____ day of _____, 19____, by and between the State of California, acting by and through the Department of Transportation, hereinafter referred to as "the STATE" and the CITY of LODI hereinafter referred to as "CITY".

W I T N E S S E T H:

A. RECITALS:

The Parties desire to provide for the CITY to perform particular maintenance functions on the State highway within the CITY as provided in Section 130 of the Streets and Highways Code.

B. AGREEMENT:

This Agreement shall supersede any previous AGREEMENT FOR MAINTENANCE OF STATE HIGHWAYS IN THE CITY OF LODI and/or AMENDMENTS thereto with the CITY.

In consideration of the mutual covenants and promises herein contained, it is agreed:

The CITY will perform such maintenance work as is specifically delegated to it, on the State highway routes or portions hereof all as hereinafter described under Section H hereof or as said Section may be subsequently modified with the consent of the parties hereto acting by and through their authorized representative.

C. MAINTENANCE DEFINED:

Maintenance is defined in Section 27 of the Streets and Highways Code as follows:

- Sec. 27. "(a) The preservation and keeping of rights of way, and each type of roadway, structure, safety convenience or device, planting, illumination equipment and other facility, in the safe and usable condition to which it has been improved or constructed, but does not include reconstruction, or other improvement.
- "(b) Operation of special safety conveniences and devices, and illuminating equipment.
- "(c) The special or emergency maintenance or repair necessitated by accidents or by storms or other weather conditions, slides, settlements or other unusual or unexpected damage to a roadway, structure or facility."

D. DEGREE OF MAINTENANCE:

The degree or extent of maintenance work to be performed and the standards therefore shall be in accordance with the provisions of Section 27 of the Streets and Highways Code, as set forth in the current edition of the State Maintenance Manual (a copy of which has been provided to the CITY), or as may be prescribed from time to time by the District Director. "District Director," as used herein, means the District Director of the Department of Transportation assigned to the territory in which the CITY is located, or his authorized representative.

The STATE reserves the option to check at random all areas of STATE HIGHWAYS maintained by the CITY to assure conformance to maintenance levels. Failure of the CITY to comply with the maintenance levels would be reason to terminate this agreement as specified under Section J "Term of Agreement." However, this random check does not preempt the maintenance responsibilities as spelled out in the agreement.

An encroachment permit will be required for third parties when maintenance work is redelegated. Such redelegated work shall be performed to the same levels of service as spelled out herein and will be subject to the same random checks as provided for work performed directly by CITY forces.

The level of service of maintenance in each of the programs delegated to the CITY has been considered in setting authorized total and route dollar amounts. The CITY may perform additional work if desired but the STATE will not reimburse the CITY for any work in excess of authorized dollars. The District Director may authorize adjustments needed because of inflation or changes in program emphasis.

E. LEGAL RELATIONS AND RESPONSIBILITIES:

Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this contract or affect the legal liability of either party to the contract by imposing any standard of care respecting the maintenance of State Highways different from the standard of care imposed by law.

It is understood and agreed that neither the STATE, nor any officer or employee is responsible for any damage or liability occurring by reason of anything done or omitted to be done by the CITY under or in connection with any work, authority or jurisdiction delegated to the CITY under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4 CITY shall defend, indemnify and save harmless the State of California, all officers and employees from all claims, suits or actions of every name, kind and description brought for or in account of injuries to or death of any person or damage to property resulting from anything done or omitted to be done by the CITY under or in connection with any work, authority or jurisdiction delegated to the CITY under this Agreement.

The CITY waives any and all rights to any type of express and implied indemnity against the STATE, its officers and employees arising from any work, authority or jurisdiction delegated to the CITY under this agreement.

F. MAINTENANCE FUNCTIONS:

The CITY shall be required to perform and shall perform only those maintenance functions delegated, as identified, in Section H (DELEGATION OF MAINTENANCE) of this Agreement.

A brief description of those maintenance functions delegated to the CITY are included in this section. The functions are identified by the Caltrans HM Program Codes.

G. EXPENDITURE AUTHORIZATION:

The STATE will reimburse the CITY for actual cost of all routine maintenance work performed by CITY as delegated under Section H of this Agreement, but it is agreed that during any fiscal year, the maximum expenditure on any route shall not exceed the amount as shown on Section H of this Agreement, unless such expenditure is revised by an amended Agreement or otherwise adjusted or modified as hereinafter provided for.

A new "DELEGATION OF MAINTENANCE" sheet (Section H) will be provided annually by the STATE for the ensuing fiscal year, if necessary, to ensure equitable annual cost.

The expenditure per route for routine maintenance work as referred to above may be increased or decreased, redistributed between routes, or additional expenditures for specific projects costing \$5,000 or less may be made when such adjustment of expenditures for routine maintenance or such specific work is authorized in writing by the District Director or his authorized representative. Expenditures for specific projects costing in excess of the above amount may be made when such specific work is authorized in writing by the District Director with prior approval from the Chief, Division of Maintenance at Headquarters.

Additional expenditures or adjustment of expenditures thus authorized shall apply during the fiscal year designated therein and shall not be deemed to permanently modify or change the basic maximum expenditure per route as hereinafter specified. An adjustment of the said maximum expenditure, either increase or decrease, shall not affect other terms of the Agreement.

H. DELEGATION OF MAINTENANCE

The specific maintenance activity indicated below is hereby delegated to the CITY. This delegation of maintenance activity set forth herein does not include areas and functions of which the control and maintenance rest with the local authority under the terms of Freeway Agreements and/or Freeway Maintenance Agreements.

<u>ROUTE NO.</u>	<u>LENGTH MILES</u>	<u>DESCRIPTION OF ROUTING</u>	<u>PROGRAM DELEGATED*</u>	<u>MAXIMUM ANNUAL AUTHORIZED EXPENDITURE</u>
12	6.32	Kettleman Lane 5.11 mi Victor Road 1.21 mi (Highway 12 within City limits)	D	\$3678.00
(Labor \$64.46 + Equip \$77.00 x 26 times/year)				
99	1.5	Ramps at Turner Road and Cherokee Lane	D	\$ 949.00

(Labor \$254.64 + Equip \$220.00 x 2 times/year)

*Removal of litter and debris from roadway surfaces and roadsides by sweeping

TOTAL AUTHORIZED EXPENDITURE \$4627.00

I. SUBMISSION OF BILLS:

The CITY will submit bills in a consistent periodic sequence (monthly, quarterly, semiannually, or annually). Bills for less than \$500 shall not be submitted more than once each quarter. Bills must be submitted promptly following close of corresponding billing period and should be coded according to the Caltrans HM Program Code as outlined in this Agreement. Bills submitted for periods prior to the last fiscal year will be deemed waived and not be honored.

Equipment shall be charged at mutually acceptable rental rates and labor and material at actual cost. The CITY will be allowed to recover overhead and administrative costs only to the extent that such charges include applicable expenses incurred by the CITY in the execution of the work. Said factors and method shall be subject to approval by the STATE.

Maintenance services provided by contract or on a unit-rate basis with overhead costs included shall not have these above mentioned charges added again. An actual handling charge for processing this type of bill will be allowed the CITY.

Emergency and storm repairs performed by the CITY will be paid for only with prior approval of the State's Highway Superintendent of that specific area. In addition, the CITY should immediately notify the State's Area Superintendent for the area of any storm damage or other emergency condition affecting the STATE highway. The CITY shall maintain, on a generally accepted accounting basis, complete and accurate records that support all billings. These records shall be made available to STATE representatives for review during normal business hours for a period of three (3) years after payment of said billings.

J. TERM OF AGREEMENT:

This Agreement shall become effective July 1, 1987 and shall remain in full force and effect until amended or terminated.

The Agreement as above may be amended or terminated at any time upon mutual consent of the parties thereto. This Agreement may also be terminated by either party upon thirty days notice to the other party.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

LEO J. TROMBATORE
Director of Transportation

By _____
District Director

CITY OF

By _____
Mayor

City Clerk

City Attorney

By _____